

**MINUTES**  
**OF**  
**PUTNAM COUNTY COMMISSION**  
**OCTOBER 17, 2022**

**Prepared by:**

**Wayne Nabors  
Putnam County Clerk  
121 S Dixie Avenue  
Cookeville, TN 38501**

**STATE OF TENNESSEE**

**COUNTY OF PUTNAM**

**BE IT REMEMBERED:** That on October 17, 2022 there was a regular meeting of the Putnam County Board of Commissioners.

There were present and presiding, the Chairman Ben Rodgers, and the County Clerk, Wayne Nabors.

Putnam County Sheriff's Department Major Jim Eldridge called the meeting to order.

The Chairman, Ben Rodgers recognized Commissioner Sam Sandlin for the Invocation.

The Chairman, Ben Rodgers recognized Commissioner Ron Chaffin to lead the Pledge to the Flag of the United States of America.

The Chairman asked the Commissioners to signify their presence at the meeting and the following were present:

**PRESENT:**

Jonathan A.D. Williams  
Fred Vondra  
Sam Sandlin  
Ron Chaffin  
David Gentry  
Chevin Eldridge  
Theresa Tayes  
Ken Hall  
Vinnie Faccinto  
Junior Phipps  
Chris Cassetty  
Adam Johnson

A J Donadio  
Danny Holmes  
Ben Rodgers  
Dale Moss  
Kim Bradford  
Terry Randolph  
Kathy Dunn  
Darren Wilson  
Cathy Reel  
David Andrews

**ABSENT:**

Grover N. Bennett Jr.

**VACANCY:**

9<sup>TH</sup> District Commissioner

The Clerk announced that twenty-two (22) were present, one (1) absent, and one (1) vacancy. Therefore, the Clerk declared a quorum.

**MOTION RE: APPROVAL OF THE AGENDA**

Commissioner Chris Cassetty moved and Commissioner A J Donadio seconded the motion to approve the Agenda of the October 17, 2022 Meeting of the Putnam County Board of Commissioners.

(SEE ATTACHED)

# **PUTNAM COUNTY BOARD OF COMMISSIONERS**

## **MEETING WILL BE HELD AT THE COURTHOUSE**

**Regular Monthly Session  
Monday, October 17, 2022**

**Presiding: Honorable Ben Rodgers  
Commission Chairman**

- 1. Call to Order - Sheriff Eddie Farris**
- 2. Invocation** *District 2*
- 3. Pledge to the Flag of the United States of America** *District 2*
- 4. Roll Call - County Clerk Wayne Nabors**
- 5. Approval of the Agenda**
- 6. Approval of the Minutes of Previous Meeting**
- 7. Unfinished Business and Action Thereon by the Board**
  - A. Report of Standing Committees**
    1. Planning Committee
    2. Fiscal Review Committee
    3. Nominating Committee
  - B. Report of Special Committees**
  - C. Other Unfinished Business**
- 8. New Business and Action Thereon by the Board**
  - A. Report of Standing Committees**
    - 1. Planning Committee**
      - a. Recommends approval of the list of vehicles to be sold via Internet/Public Auction for the Sheriff Department as follows:
        - 2008 Chevrolet 3500 VIN#1GCHG35CX81196215
        - 2008 Chevrolet 1500 VIN#1GCFG154081185079
        - 2007 Ingersoll S150 VIN#529714315
        - 2007 Ezgo Txtc VIN#2485598
        - 2007 Chevrolet Uplander VIN#1GNDV23W37162973
        - 2008 Chevrolet Uplander VIN#1GNDV23W68D181888
        - 2010 Chevrolet HHR VIN#3GNBAADB8AS515658
        - 2010 Chevrolet HHR VIN#3GNBAADB5AS514645
        - 2003 Chevrolet C1500 VIN#1GCEC14Z33Z310736
        - 2010 Dodge Caravan VIN#2D4RN4DE9AR117768

- b. Recommends approval of the list of vehicles to be sold via Internet/Public Auction for the Fire Department as follows:
  - 1995 Ford F-350 VIN#1FDK37FXSEA56886
  - 1999 Ford F-350 VIN#1FDWF36F8XED83653
- c. Recommends approval of Mayor Porter beginning the process to sell the Old Bridge property.

## **2. Fiscal Review Committee**

- a. Recommends approval of budget amendments to the County General Fund.
- b. Recommends approval of budget amendments to the General Purpose School Fund.
- c. Recommends approval for Putnam County to apply for a grant up to \$10,000 for the Sheriff's Office to apply for training equipment for adult correction facilities.
- d. Recommends approval for the County to purchase a small tract of land in the business park jointly with the City of Cookeville.
- e. Recommends approval of a MOU between the county and Double Springs for the Martin Creek Water Project.
- f. Recommends approval of the Microvote contract for the Election Office.

## **3. Nominating Committee**

### **B. Report of Special Committees**

### **C. Resolutions**

### **D. Election of Notaries**

### **E. Other New Business**

- 1. Recognize the re-appointment of James A. Daniel to the Old Gainesboro Road Utility District Board term to expire October 3, 2026.

## **9. Announcements and Statements**

## **10. Adjourn**

The Chairman asked for discussion on the motion to approve the Agenda of the October 17, 2022 Meeting. There was none.

The Chairman asked for a voice vote on the motion. Therefore, the Clerk declared the same to have passed.

**MOTION RE: APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING**

Commissioner Ron Chaffin moved and Commissioner Theresa Tayes seconded the motion to approve the Minutes of the September 19, 2022 Meeting.

The Chairman asked for discussion on the motion. There was none.

The Chairman asked for a voice vote on the motion. Therefore, the Clerk declared the same to have passed.

**UNFINISHED BUSINESS AND ACTION THEREON BY THE BOARD**

**REPORT OF STANDING COMMITTEE**

**PLANNING COMMITTEE:** None

**FISCAL REVIEW COMMITTEE:** None

**NOMINATING COMMITTEE:** None

**REPORT OF SPECIAL COMMITTEES:** None

**OTHER UNFINISHED BUSINESS:** None

**NEW BUSINESS AND ACTION THEREON BY THE BOARD**

**REPORT OF STANDING COMMITTEES**

**PLANNING COMMITTEE**

**MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF THE FOLLOWING VEHICLES TO BE SOLD VIA INTERNET/PUBLIC AUCTION FOR THE SHERIFF DEPARTMENT AS FOLLOWS:**

**2008 CHEVROLET 3500 VIN# 1GCHG35CX81196215  
2008 CHEVROLET 1500 VIN# 1GCFG154081185079  
2007 INGERSOLL S150 VIN# 529714315  
2007 EZGO TXTE VIN# 2485598  
2007 CHEVROLET UPLANDER VIN# 1GNDV23W37162973  
2008 CHEVROLET UPLANDER VIN# 1GNDV23W68D181888  
2010 CHEVROLET HHR VIN# 3GNBAADB8AS515658  
2010 CHEVROLET HHR VIN# 3GNBAADB5AS514645  
2003 CHEVROLET C1500 VIN# 1GCEC14Z33Z310736  
2010 DODGE CARAVAN VIN# 2D4RN4DE9AR117768**

Commissioner Kim Bradford moved and Commissioner Darren Wilson seconded the motion to approve the following vehicles to be sold via Internet/Public Auction for the Sheriff Department as follows:

2008 Chevrolet 3500 Vin# 1GCHG35CX81196215  
2008 Chevrolet 1500 Vin# 1GCFG154081185079  
2007 Ingersoll S150 Vin# 529714315  
2007 Ezgo Txte Vin# 2485598  
2007 Chevrolet Uplander Vin# 1GNDV23W37162973  
2008 Chevrolet Uplander Vin# 1GNDV23W68D181888  
2010 Chevrolet HHR Vin# 3GNBAADB8AS515658  
2010 Chevrolet HHR Vin# 3GNBAADB5AS514645  
2003 Chevrolet C1500 Vin# 1GCEC14Z33Z310736  
2010 Dodge Caravan Vin# 2D4RN4DE9AR117768

(SEE ATTACHED)



**Putnam County Justice Center**  
421 East Spring Street • Cookeville, TN 38501  
Phone: 931.528.8484 • Fax: 931.528.7043

**October 1, 2022**

**Putnam County Sheriff's Office requests to declare the following assets as surplus items to be sold via internet public auction or disposed of through the insurance process.**

VIN / SERIAL #	YEAR	MAKE	MODEL
1GCHG35CX81196215	2008	CHEVROLET	3500
1GCFG154081185079	2008	CHEVROLET	1500
529714315	2007	INGERSOLL	S150
2485598	2007	EZGO	TXTE
1GNDV23W37162973	2007	CHEVROLET	UPLANDER
1GNDV23W68D181888	2008	CHEVROLET	UPLANDER
3GNBAADB8AS515658	2010	CHEVROLET	HHR
3GNBAADB5AS514645	2010	CHEVROLET	HHR
1GCEC14Z33Z310736	2003	CHEVROLET	C1500
2D4RN4DE9AR117768	2010	DODGE	CARAVAN

**Thank you for your consideration,**

**Sheriff Eddie Farris**

The Chairman asked for discussion on the motion. There was none.

The Chairman asked for a voice vote on the motion. Therefore, the Clerk declared the same to have passed.

**MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF THE FOLLOWING VEHICLES TO BE SOLD VIA INTERNET/PUBLIC AUCTION FOR THE FIRE DEPARTMENT AS FOLLOWS:**

**1995 FORD F-350 VIN# 1FDK37FXSEA56886  
1999 FORD F-350 VIN# 1FDWF36F8XED83653**

Commissioner Kim Bradford moved and Commissioner A J Donadio seconded the motion to approve the following vehicles to be sold via Internet/Public Auction for the Fire Department as follows:

1995 Ford F-350 Vin# 1FDK37FXSEA56886  
1999 Ford F-350 Vin# 1FDWF36F8XED83653

(SEE ATTACHED)



# Putnam County Fire Department

**Fire Chief Thomas Brown**

700 County Services Drive  
Cookeville, Tennessee 38501  
Phone: 931-528-1200 – Fax: 931-528-7913  
Cell 931-979-1153  
tbrown@putnamcountyttn.gov

10/5/2022

The Fire Department requests permission to declare the listed vehicles as surplus and sell via internet auction. The vehicles are being taken out of service and combined into one newer vehicle to better serve the needs of the Department.

1995 Ford F 350 with utility box, 1FDKF37FXSEA56886  
1999 Ford F 350 with utility box, 1FDWF36F8XED83653

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Brown", written in a cursive style.

Chief Thomas Brown

The Chairman asked for discussion on the motion. There was none.

The Chairman asked for a voice vote on the motion. Therefore, the Clerk declared the same to have passed

**MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF MAYOR PORTER BEGINNING THE PROCESS TO SELL THE OLD BRIDGE PROPERTY.**

Commissioner Darren Wilson moved and Commissioner A J Donadio seconded the motion to declare the Old Bridge Property as surplus property and begin the process of selling said Old Bridge Property and authorize the County Mayor to negotiate a price and bring it back to the County Commission for approval.

(SEE ATTACHED)



## **October 2022 – Planning Committee Agenda Item Request to Sell the Old Bridge Voting Precinct Property**

I have been contacted by two different individuals interested in purchasing the small parcel of land the Old Bridge Voting Precinct once was located on. The site is no longer used by the County for anything. I don't want to go through the process of an appraisal and such unless the Commission is interested in selling the property. I have attached a map showing the parcel in red.

Randy Porter  
Putnam County Mayor

The Chairman asked for discussion on the motion. There was discussion.

The Chairman asked for a voice vote on the motion. Therefore, the Clerk declared the same to have passed

**FISCAL REVIEW COMMITTEE**

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF BUDGET AMENDMENTS TO THE COUNTY GENERAL FUND**

Commissioner Kathy Dunn moved and Commissioner Kim Bradford seconded the motion to approve the Budget Amendments to the County General Fund.

(SEE ATTACHED)

# BUDGET AMENDMENT COUNTY GENERAL FUND

Oct-22

<u>County General Expenditures</u>	<u>Debit</u>	<u>Credit</u>
<u>54110 Sheriff's Department</u>		
187 Overtime		17,244.79
<u>47990 County General Revenue</u>		
Other Direct Federal Reserve	17,244.79	
<i>See Letter from Sheriff Eddie Farris</i>		
<u>55110 Ambulance/ EMS</u>		
735 Health Equipment		40,000.00
<u>Fund Balance</u>		
39000	40,000.00	
<i>See Letter from EMS Director, Tommy Copeland</i>		
<b>Total</b>	<b>\$ 57,244.79</b>	<b>\$ 57,244.79</b>



Putnam County Justice Center  
421 East Spring Street • Cookeville, TN 38501  
Phone: 931.528.8484 • Fax: 931.528.7043

**DATE: October 1, 2022**

**TO: Fiscal Review Committee - Honorable County Commissioners**

**SUBJECT: Budget Item Transfer Requests**

**Please allow this to serve as my request to transfer the following monies:**

**Transfer a total of \$17,244.79 from 101 – 47990 Other Direct Federal Revenue to line item 101 – 54110 – 187 Overtime Pay. This is a transfer of monies received for overtime reimbursements to the Sheriff's Office by federal agencies over the preceding annual quarter.**

**Thanking you in advance,**

**Sheriff Eddie Farris**

# PUTNAM COUNTY EMERGENCY MEDICAL SERVICES

700 County Services Drive  
Cookeville, TN 38501  
Phone (931) 528-1555

**Tommy Copeland, CCP**  
Chief  
Tommy.copeland@putnamcountyttn.gov  
Direct (931) 525-2103  
Fax (931) 520-8404

**Darren Ford, CCP**  
Deputy Chief  
dford@putnamcountyttn.gov  
Direct: 931-525-2112  
Fax: 931-372-0295


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## Grant Acceptance Request

Putnam County EMS successfully applied for the 2021 Assistance to Firefighters Grant (AFG). This grant application was approved by the Putnam County Commission. FEMA approved enough money to allow a power stair chair to be placed on all Putnam County Ambulances.

Putnam County EMS would like to request this money added into the current budget, so the purchase can be made. Putnam EMS would like to have \$40,000 added into our budget, of which FEMA/AFG will directly reimburse \$36,363.63.

Respectfully,



Tommy Copeland, CCP  
Chief, PCEMS

The Chairman asked for discussion on the motion. There was none.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A.D. Williams  
Fred Vondra  
Sam Sandlin  
Ron Chaffin  
David Gentry  
Chevin Eldridge  
Theresa Tayes  
Ken Hall  
Vinnie Faccinto  
Junior Phipps  
Chris Cassetty  
Adam Johnson

A J Donadio  
Danny Holmes  
Ben Rodgers  
Dale Moss  
Kim Bradford  
Terry Randolph  
Kathy Dunn  
Darren Wilson  
Cathy Reel  
David Andrews

ABSENT:

Grover N. Bennett Jr.

VACANCY:

9<sup>TH</sup> District Commissioner

The Clerk announced that twenty-two (22) voted for, zero (0) voted against, one (1) absent and one (1) vacancy. Therefore, the Clerk declared the same to have passed.

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF BUDGET AMENDMENTS TO THE GENERAL PURPOSE SCHOOL FUND**

Commissioner Kathy Dunn moved and Commissioner A J Donadio seconded the motion to approve the Budget Amendments to the General Purpose School Fund.

(SEE ATTACHED)

# *Department of Education*

## *Putnam County*

Mr. Corby King, Director of Schools

Board of Education  
Kim Cravens, Chair  
Dawn Fry, Vice-Chair

1400 East Spring Street  
Cookeville, Tennessee 38506-4313  
Phone (931) 526-9777  
FAX (931) 372-0391

Board Members  
Kerry Ledbetter  
David McCormick  
Lynn McHenry  
Jill Ramsey

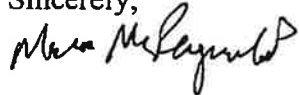
October 4, 2022

Honorable Commissioners  
Putnam County Courthouse  
Cookeville, TN 38501

Honorable Commissioners:

Please consider approval of the following budget amendments to the General-Purpose School Fund (141).

Sincerely,



Mark McReynolds  
Putnam County Board of Education

Enclosures:

- To budget for revenue received for the Adult Education grant.
- To budget for revenue received for the Adult Education general services grant.
- To allocate funds for the FY23 Transition School to Work Program grant.
- To establish budget for the LEAPS Extended Program grant.

Department: Adult Education

DATE: 29-Sep-22


Item # Account # Account Description Current Approved Amount Requested Approval Amount

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	<b>Revenue</b>					
1	141 R 47120 000 000 01002 000	OTHER STATE EDUCATION FUNDS	-	609,000.00		609,000.00
2	141 R 46590 000 000 01002 000	ADULT BASIC EDUCATION		203,000.00		203,000.00
		<b>Total Revenue</b>	-	812,000.00		812,000.00
	<b>Expenditures</b>					
				Decrease	Increase	
3	141 E 71600 116 000 01002 Regal	Teachers			332,784.00	332,784.00
4	141 E 71600 189 000 01002 Regal	Other Salaries	-		163,200.00	163,200.00
5	141 E 71600 201 000 01002 Regal	FICA			30,752.00	30,752.00
6	141 E 71600 204 000 01002 Regal	Retirement			36,488.00	36,488.00
7	141 E 71600 207 000 01002 Regal	Medical Insurance			27,927.00	27,927.00
8	141 E 71600 212 000 01002 Regal	Medicare			7,192.00	7,192.00
9	141 E 71600 355 000 01002 Regal	Travel			20,918.00	20,918.00
10	141 E 71600 399 000 01002 Regal	Other			7,000.00	7,000.00
11	141 E 71600 429 000 01002 Regal	Supplies & Materials			15,536.00	15,536.00
12	141 E 72260 105 000 01002 Regal	Supervisor			71,400.00	71,400.00
13	141 E 72260 162 000 01002 Regal	Clerical			39,369.00	39,369.00
14	141 E 72260 201 000 01002 Regal	FICA			6,868.00	6,868.00
15	141 E 72260 204 000 01002 Regal	Retirement			11,077.00	11,077.00
16	141 E 72260 207 000 01002 Regal	Medical Insurance			11,693.00	11,693.00
17	141 E 72260 212 000 01002 Regal	Medicare			1,576.00	1,576.00
18	141 E 72260 399 000 01002 Regal	Other contracted services			28,220.00	28,220.00
		<b>Total Expenditures</b>	-	812,000.00	812,000.00	-
		<b>Total Revenue less Total Expenditures</b>	-	812,000.00	812,000.00	-

Explanation: To budget for revenue received for Adult Education

Requested by: Lynda Huddleston  
Supervisor

Recommended for Approval:

Reviewed by:   
Chief Financial Officer

Official / Department Head

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date:

Action by County Commission: Approval

Non-Approval

Date:

602 Approved 4/24/22  
V.C.I.a.

DATE: 29-Sep-22

**Explanation:** To budget for revenue received for Adult Education general services

Date:

Official / Department Head

BOE Approved 9/29/22  
V.C.-l.c.

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Special Education Department

DATE: October 2022

Item #	Account #	Account Description	Current Approved Amount	Current Increase	Current Decrease	Requested Approval Amount
1	47143-02140	Revenue	-	107,780.00	-	107,780.00
2	141	72210-163-02140	Educational Assistant		32,071.00	32,071.00
3	141	72210-189-02140	Other Salaries and Wages		50,929.00	50,929.00
4	141	72210-201-02140	Social Security		5,325.00	5,325.00
5	141	72210-204-02140	State Retirement		7,000.00	7,000.00
6	141	72210-206-02140	Life Insurance		100.00	100.00
7	141	72210-207-02140	Medical Insurance		10,280.00	10,280.00
8	141	72210-208-02140	Dental Insurance		175.00	175.00
9	141	72210-212-02140	Employer Medicare		1,200.00	1,200.00
10	141	72210-217-02140	Ret Hybrid Stabilization		700.00	700.00

Explanation: To Allocate funds for the FY-23 Transition School to Work Program Grant for SWD.

Requested by:

Supervisor Sheri Roberson

Recommended for Approval:

Assistant Director

Reviewed by:

Chief Financial Officer

Official / Department Head

Action by Fiscal Review Committee:

Recommended for Approval

Date:

Action by County Commission:

Approval

Non-Approval

Date:



BOE Approved  
9/29/22

Pulnam County Budget Amendment / Line Item Transfer Authorization Form

Department: LEAPS

DATE: 29-Sep-22

Requested  
Approval Amount

Current  
Approved Amount

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	141 R 45590 000 000 02003 000	OTHER STATE EDUCATION FUNDS	-	1,272,051.76		1,272,051.76
		Total Revenue	-	1,272,051.76		1,272,051.76
		Expenditures				
2	141 E 73300 105 000 02003 000	SUPERVISOR/DIRECTOR			65,419.00	65,419.00
3	141 E 73300 116 000 02003 000	TEACHERS			472,680.00	472,680.00
4	141 E 73300 146 000 02003 000	BUS DRIVERS			108,000.00	108,000.00
5	141 E 73300 162 000 02003 000	CLERICAL PERSONNEL			33,474.82	33,474.82
6	141 E 73300 163 000 02003 000	EDUCATIONAL ASSISTANTS			108,000.00	108,000.00
7	141 E 73300 168 000 02003 000	OTHER SALARIES AND WAGES			180,813.60	180,813.60
8	141 E 73300 199 000 02003 000	OTHER PER DIEM & FEES			192.00	192.00
9	141 E 73300 201 000 02003 000	SOCIAL SECURITY			62,173.32	62,173.32
10	141 E 73300 204 000 02003 000	STATE RETIREMENT			97,764.00	97,764.00
11	141 E 73300 205 000 02003 000	LIFE INSURANCE			72.00	72.00
12	141 E 73300 207 000 02003 000	MEDICAL INSURANCE			25,328.00	25,328.00
13	141 E 73300 208 000 02003 000	DENTAL INSURANCE			254.40	254.40
14	141 E 73300 212 000 02003 000	MEDICARE			14,540.54	14,540.54
15	141 E 73300 217 000 02003 000	RETIR HYBRID STABILIZATION			2,000.00	2,000.00
16	141 E 73300 355 000 02003 000	TRAVEL			3,000.00	3,000.00
17	141 E 73300 399 000 02003 000	OTHER CONTRACTED SERVICES			3,600.00	3,600.00
18	141 E 73300 499 000 02003 000	OTHER SUPPLIES & MATERIALS			75,740.08	75,740.08
19	141 E 73300 524 000 02003 000	INSERVICE/STAFF DEV			-	-
20	141 E 73300 598 000 02003 000	OTHER CHARGES			15,000.00	15,000.00
21	141 E 73300 780 000 02003 000	OTHER EQUIPMENT			4,000.00	4,000.00
		Total Expenditures	-		1,272,051.76	1,272,051.76
		Total Revenue less Total Expenditures		-	1,272,051.76	

Explanation Established Budget for Leaps Extended Program

Requested by: Brenda J. Hargrave Recommended for Approval:

Supervisor

Reviewed by: Mark McLeod

Chief Financial Officer

Action by Fiscal Review Committee:

Recommended for Approval

No Recommendation

Date:

Action by County Commission:

Approval

Non-Approval

Date:

Official / Department Head

received  
09-22-22

The Chairman asked for discussion on the motion. There was none.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A.D. Williams  
Fred Vondra  
Sam Sandlin  
Ron Chaffin  
David Gentry  
Chevin Eldridge  
Theresa Tayes  
Ken Hall  
Vinnie Faccinto  
Junior Phipps  
Chris Cassetty  
Adam Johnson

A J Donadio  
Danny Holmes  
Ben Rodgers  
Dale Moss  
Kim Bradford  
Terry Randolph  
Kathy Dunn  
Darren Wilson  
Cathy Reel  
David Andrews

ABSENT:

Grover N. Bennett Jr.

VACANCY:

9<sup>TH</sup> District Commissioner

The Clerk announced that twenty-two (22) voted for, zero (0) voted against, one (1) absent and one (1) vacancy. Therefore, the Clerk declared the same to have passed.

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL FOR PUTNAM COUNTY TO APPLY FOR A GRANT UP TO \$10,000.00 FOR THE SHERIFF'S OFFICE TO APPLY FOR TRAINING EQUIPMENT FOR ADULT CORRECTION FACILITIES**

Commissioner Kathy Dunn moved and Commissioner Kim Bradford seconded the motion to approve Putnam County to apply for a grant up to \$10,000.00 for the Sheriff's Office to apply for training equipment for adult correction facilities.

(SEE ATTACHED)



Putnam County Justice Center  
421 East Spring Street • Cookeville, TN 38501  
Phone: 931.528.8484 • Fax: 931.528.7043

**October 1, 2022**

**Honorable County Commissioners:**

**Please review the information below which is a grant application funding opportunity that we would like to submit an application for during the month of October 2022.**

**Tennessee Corrections Institution (TCI)**

**Funds being sought \$9,515**

**Grant has no required match. Type I jails as defined by TCI are eligible for up to \$10,000 in grant funds for training equipment. The grant is designed to allow local adult correctional facilities to purchase equipment to outfit and improve their training offerings. Training equipment is for the jail-based staff and correctional officer training**

**Thank you for your consideration,**

**Sheriff Eddie Farris**

The Chairman asked for discussion on the motion. There was none.

The Chairman asked for a voice vote on the motion. Therefore, the Clerk declared the same to have passed

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL FOR THE COUNTY TO PURCHASE A SMALL TRACT OF LAND IN THE BUSINESS PARK JOINTLY WITH THE CITY OF COOKEVILLE**

Commissioner Kathy Dunn moved and Commissioner A J Donadio seconded the motion to approve the County to purchase a small tract of land in the business park jointly with the City of Cookeville.

(SEE ATTACHED)



## **October 2022 – Fiscal Review Agenda Item Request to Purchase Parcel of Land bordering Business Park**

Requesting approval to purchase this small parcel of land that borders the Highland Business Park owned by Putnam County and Cookeville City. The parcel is owned by the Bricie Rice estate and was once the billboard for the Rice Motor Inn. There are easements that go across the City/County property to get to this parcel which we want to go away, but will not if someone else should purchase it. We have negotiated a purchase price of \$6,000, to be divided equally by the City and County. A purchase contract and map highlighting the parcel are attached.

Randy Porter  
Putnam County Mayor

## **CONTRACT FOR SALE OF REAL ESTATE**

THIS CONDITIONAL CONTRACT is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022 between Gary Dyer, hereinafter SELLER, and The City of Cookeville, Tennessee and Putnam County, Tennessee, hereinafter called the BUYERS.

**WHEREAS**, Gary Dyer is the Executor for the Bricie Rice Estate, owner of approximately 0.19 of land located off Tennessee Avenue in Putnam County, Tennessee, being Map 64, Parcel 31.01 on the Tax Maps of Putnam County, Tennessee; and

**WHEREAS**, the City of Cookeville and Putnam County, Tennessee are desirous of purchasing said property.

**NOW, THEREFORE**, for and in consideration of the covenants herein after provided, the parties agree as follows:

1. Gary Dyer represents that he is the executor for the Bricie Rice Estate which is the owner in fee simple of the property located off Tennessee Avenue containing approximately 0.19 acres and set forth in Map 64, Parcel 31.01, in the Putnam County Tax Assessor's Office. A copy of the general outline of the property is attached hereto as Exhibit A.

### **2. EARNEST MONEY**

The BUYERS will deposit, at a mutually agreeable bank to act as Escrow Agent, the sum of \$500.00, to be split equally between the City of Cookeville and Putnam County, Tennessee, as earnest money upon the execution of this Agreement. Upon any dispute, the Escrow Agent shall have the right to interplead such funds into Court, and recover its expenses, and upon doing so shall have no further liability to anyone as such Escrow Agent.

### **3. CONSIDERATION**

The BUYERS agree to purchase said real estate and to pay therefore the sum of \$6,000.00 to be split equally between the City of Cookeville and Putnam County, Tennessee, less the aforementioned deposit.

### **4. PROPERTY TAXES AND ADJUSTMENTS**

The current year's property taxes will be prorated as of the date of closing. Taxes for prior years and rollback taxes, if any, will be paid by the SELLER. Any special tax or other assessment accruing prior to the date of this Agreement shall be paid by the SELLER.

**5. CLOSING DATE & POSSESSION DATE**

The sale will be closed on or before December 31, 2022 at a time and place mutually agreed upon between the BUYERS and the SELLER. Possession of the property will be given on the date of the deed at closing, unless the SELLER and BUYERS agree to such other matters by separate contract.

**6. DEED**

SELLER represents that he is the Executor for the Bricie Rice Estate, the sole and exclusive owner of the property, and that he has absolute right to sell it to BUYERS in fee simple without encumbrances. SELLER will convey the property to the BUYERS by good and valid General Warranty Deed. This conveyance is subject only to existing zoning ordinances and easements of record that will not impair the intended use of the property.

**7. TITLE INSURANCE**

SELLER will furnish and pay for the policy of owner's title insurance which insures marketable title subject only the usual common and customary limitations. If the title examination or other available information discloses material defects not being cured routinely at closing, SELLER may attempt for ten (10) days to cure. If SELLER is unable to cure, BUYERS may cancel the contract and receive refund of the earnest money or elect to accept title with such defects.

**8. SURVEY**

Within thirty (30) days after the effective date of this contract a boundary and topographical survey of the property may be prepared by a qualified and licensed surveyor and shall be provided to the BUYERS which shall show the acreage of the property, the location of the property in its relationship to existing streets, sewers, dimensional length and each boundary easements, rights-of-way and driveways. Said survey to be paid for by the BUYERS.

**9. SELLER REPRESENTATIONS**

SELLER represents that to the best of his knowledge:

- A. A public sewer is not available to the property;

B. The property is not on a federal designated flood hazard area;

C. There are no violations of applicable building, zoning and fire codes and there are no encroachments or violations of setback lines, easements, or property boundary lines by any improvement on the property and no such encroachments or violations of improvements from adjoining properties and there is not now any dispute with any adjoining property owner as to the boundary lines;

D. There are no adverse conditions that effect the use or value of the subject property. The determination by BUYERS that any of these matters is in fact materially untrue, shall entitle BUYERS to rescind this contract and receive refund of the earnest money or to keep the contract enforced and accept the property with such exceptions.

SELLER shall have no responsibility for these matters after closing.

**10. RISK OF LOSS**

The risk of hazard or casualty loss or damage to the property shall be borne by the SELLER until the transfer of title.

**11. TIME OF THE ESSENCE**

Time is of the essence to this Agreement and all its terms and where parties have specified a time they agree that such is material and substantial to this Agreement.

**12. EFFECTS OF CLOSING**

The provisions of this Agreement shall be deemed to be merged into the closing except as to matters that are occasioned by clerical errors or omissions. The approval of the closing documents by the parties shall constitute their approval of any difference between the Agreement and the closing.

**13. DEFAULT**

Should the BUYERS default hereunder, the earnest money shall be forfeited as all of the damages recoverable. Should SELLER default, the earnest money shall be refunded and the BUYERS may sue for damages or specific performance of this Agreement or both.

**14. REAL ESTATE COMMISSION**

BUYERS and SELLER hereby warrant that no brokers are involved in this transaction and that there are no real estate commissions to be paid in this transaction.

**15. TERMINATION OF CONTRACT**

This Contract shall expire on December 31, 2022, unless written acceptance by all necessary persons is delivered by BUYERS prior to such date and time. This offer may be withdrawn at any time prior to the delivery of acceptance.

**16. DISCLAIMER**

It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting the SELLER or the BUYERS are not parties to this Agreement and do not have or assume liability for the performance or non-performance of SELLER or BUYERS. BUYERS or SELLER acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. BUYERS and SELLER agree that Brokers shall not be responsible to advise BUYERS and SELLER on any matter, including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the Property; the condition of the Property, any portion thereof, or any item therein; the necessity or cost of any repairs to the Property; hazardous or toxic materials; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; applicable boundaries of school districts or other school information; the appraised or future value of the Property; any condition(s) existing off the property which may affect the Property; the terms, conditions and availability of financing; and the uses and zoning of the Property whether permitted or proposed. BUYERS and SELLER acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them; they shall seek independent expert advice relative thereto.

**17. INSPECTION PERIOD**

BUYERS shall have through the closing date as an inspection period to analyze the Property. If for any reason during the Inspection Period the BUYERS determine that the Property is not suitable for its purposes, the earnest money shall be returned to BUYERS, this contract will be null and void, the BUYERS and SELLER shall have no further obligation to one another. Absent notice from BUYERS through the closing day Inspection Period that the Property is not satisfactory, the sale shall proceed to closing, as set forth.

**18. ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties and addition, deletion or modification hereto shall be effective unless reduced to writing and signed by both parties. There are no oral or other collateral conditions, agreements, or representations, all such having been incorporated and resolved into this agreement. BUYERS has not relied on any other oral or written representations, and except as otherwise specified herein.

**19. OTHER CONDITIONS**

This contract is contingent upon the following:

(1) **This Contract is conditioned on the official approval of the contract by the Cookeville City Council and the Putnam County Commission.** If this contract is not formally approved on or before December 1, 2022, all provisions are null and void and the earnest money shall be returned.

**20. DISPUTE RESOLUTION**

Anything to the contrary notwithstanding in this Agreement, any dispute arising out of this contract will be governed by the laws of the State of Tennessee and shall be decided in the Chancery Court of Putnam County, Tennessee, as the sole and exclusive venue and jurisdiction for the resolution of any said claims. The parties may voluntarily agree to a non-binding mediation in Cookeville, Putnam County, Tennessee, to resolve any dispute prior to litigation, but are not obligated to do so. Each party shall be responsible for its own fees and costs.

**21. CONSULT YOUR ATTORNEY**

This document should be reviewed by your attorney. No representation or recommendation is made by the SELLER to the legal sufficiency of this document or to the transaction that it relates to.

I CERTIFY THAT I HAVE FULLY READ, UNDERSTAND, AND ACCEPT ALL OF THE PROVISIONS OF THIS CONTRACT. WITNESS OUR SIGNATURES ON THE DATES BELOW WRITTEN: THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT UPON THE DATES INDICATED. THE LAST SUCH DATE (OR THE LAST ADDENDUM DATE, OR THE DATE OF THE LAST INITIALED AND DATED CHANGE TO THE CONTRACT) SHALL BE DEEMED TO BE THE EFFECTIVE DATE OF THIS CONTRACT.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
Randy Porter, Mayor  
Putnam County

\_\_\_\_\_  
Gary Dyer, Executor  
Bricie Rice Estate

Address:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Address:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
James Mills, City Manager  
City of Cookeville

Address:  
  
\_\_\_\_\_  
  
\_\_\_\_\_



The Chairman asked for discussion on the motion. There was none.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A.D. Williams  
Fred Vondra  
Sam Sandlin  
Ron Chaffin  
David Gentry  
Chevin Eldridge  
Theresa Tayes  
Ken Hall  
Vinnie Faccinto  
Junior Phipps  
Chris Cassetty  
Adam Johnson

A J Donadio  
Danny Holmes  
Ben Rodgers  
Dale Moss  
Kim Bradford  
Terry Randolph  
Kathy Dunn  
Darren Wilson  
Cathy Reel  
David Andrews

ABSENT:

Grover N. Bennett Jr.

VACANCY:

9<sup>TH</sup> District Commissioner

The Clerk announced that twenty-two (22) voted for, zero (0) voted against, one (1) absent and one (1) vacancy. Therefore, the Clerk declared the same to have passed.

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF A MOU BETWEEN THE COUNTY AND DOUBLE SPRINGS FOR THE MARTIN CREEK WATER PROJECT**

Commissioner Kathy Dunn moved and Commissioner Kim Bradford seconded the motion to approve a MOU between the County and Double Springs for the Martin Creek Water Project.

(SEE ATTACHED)



## **October 2022 – Fiscal Review Agenda Item Martin Creek Water Project**

We are ready to move forward with the already approved water project which is a joint effort between Putnam County, Jackson County, Double Springs Utility District and Jackson County Utility District. The project is funded by \$1.8 million of TDEC grant funds and Putnam's ARP funds. The County attorney is drawing up an MOU between the county and Double Springs that needs to be approved by the Commission. Small utility districts like Double Springs cannot afford to do these type projects without this type funding. The County would use its ARP funds for the 10% match on the grant and to help pay to maintain the lines and the water quality until enough new customers can be added. I will forward the MOU to you once it is completed. Once approved we will file with TDEC to move forward on bidding the project. This is one of the big areas of the county that does not have access to public water.

## **October 2022 – Fiscal Review Agenda Item Purchase of New Voting Machines for Election Commission**

The State of Tennessee is providing funding for the purchase of new voting machines. We have already put out the bid and Micro Vote was selected by the Election Commission as the winning bid. The attached contract needs to be approved by the commission to purchase the machines. Once the county has purchased the new machines, the state will reimburse the county the full cost of the purchase.

Randy Porter  
Putnam County Mayor

**AGREEMENT BETWEEN PUTNAM COUNTY, TENNESSEE**  
**AND DOUBLE SPRINGS UTILITY DISTRICT**  
**TO PROVIDE WATER SERVICES**  
**TO MARTIN'S CREEK**

This AGREEMENT is made and entered into on this the 17<sup>th</sup> day of OCTOBER 2022, by and between Putnam County, Tennessee, a government agency chartered under the laws of the State of Tennessee, with its office in Cookeville, Tennessee (herein after called the "COUNTY"), and Double Springs Utility District, a public water utility district (herein after called the "DISTRICT").

**Whereas**, the COUNTY wishes to utilize American Rescue Plan Funding to provide safe, potable water service to areas of Putnam County which do not have said service.

**Whereas**, in order for this extension of water service to proceed, it is necessary for the DISTRICT to serve the area, and for increases in operational costs to be offset by increased revenue. Therefore, it is agreed as follows:

1. Maintaining Water Quality. Using American Rescue Plan Funding to provide safe, potable water service to areas of Putnam County which do not have said service, the COUNTY agrees to purchase a water meter assembly and flushing hydrant, through which the COUNTY will be responsible for paying a "Water Quality Maintenance Fee" (herein after called the "FEE"). The DISTRICT desires to maintain water quality to its water service area, and requires assistance from the COUNTY, who in good faith, wishes to provide the best quality water to Putnam County Residents.

2. "Water Quality Maintenance Fee". This FEE shall be equal to \$3,000.00 per month and shall be invoiced to the COUNTY by the DISTRICT as a "minimum bill" for water service for up to 800,000 gallons per month. Any overages shall be charged at a rate of Jackson County Utility District's wholesale fee plus 20% per 1,000 gallons. Beyond the required FEE, the COUNTY shall have the same obligations subject to the provisions of the foregoing agreement and be afforded the same benefits as any customer of the DISTRICT.

3. Duration of Maintenance Fee. The initial duration of the FEE shall be ten (10) years. At the end of the ten (10) year term, the DISTRICT will perform an evaluation of its ability to operate without the COUNTY's FEE. If the loss of the FEE increases the average DISTRICT customer's monthly water bill by more than 3.0%, the COUNTY shall honor an additional five (5) year duration. As stated in the preamble and Section 1 of the foregoing agreement, the COUNTY will utilize American Rescue Plan Funding to provide safe, potable water service to areas of Putnam County which do not have said service. Accordingly, should the current amount of American Rescue Plan Funding appropriated by the COUNTY to fund the foregoing agreement be exhausted, the foregoing agreement shall become null and void and will have no effect, and the COUNTY shall have no responsibility for any payment hereunder.

4. Installation and reimbursement for meter. The DISTRICT shall install a meter (the size of which will be determined by the District at a later date based on projected blow off flows necessary for water quality). Upon its installation, the COUNTY will reimburse the DISTRICT for the costs of installation of this meter based on the actual cost of the meter installation. The meter itself shall continue to remain the property of the DISTRICT and the DISTRICT shall be solely responsible for the maintenance of this meter.

5. Approval of the Putnam County Commission. The foregoing agreement is subject to the approval of the Putnam County Commission.

6. Approval of Tennessee State Comptroller. The COUNTY understands that this agreement requires review and approval by the Comptroller of the State of Tennessee. Without the approval of the Comptroller, this agreement cannot be executed, and without execution, the DISTRICT cannot serve the aforementioned area.

7. Severability. The COUNTY may not sever and/or negotiate a lump sum payment for the severability of this agreement. Subject to the American Rescue Plan Funding as stated herein in Section 3, this agreement is necessary as a covenant that the COUNTY shall pay a monthly minimum bill (the FEE).

Witnessed this \_\_\_\_ day of \_\_\_\_\_, 2022.

PUTNAM COUNTY

By:

---

Title:

---

DOUBLE SPRINGS UTILITY DISTRICT

By:

---

Title:

---

The Chairman asked for discussion on the motion. There was discussion.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A.D. Williams  
Fred Vondra  
Sam Sandlin  
Ron Chaffin  
David Gentry  
Chevin Eldridge  
Theresa Tayes  
Ken Hall  
Vinnie Faccinto  
Junior Phipps  
Chris Cassetty  
Adam Johnson

A J Donadio  
Danny Holmes  
Ben Rodgers  
Dale Moss  
Kim Bradford  
Terry Randolph  
Kathy Dunn  
Darren Wilson  
Cathy Reel  
David Andrews

ABSENT:

Grover N. Bennett Jr.

VACANCY:

9<sup>TH</sup> District Commissioner

The Clerk announced that twenty-two (22) voted for, zero (0) voted against, one (1) absent and one (1) vacancy. Therefore, the Clerk declared the same to have passed.

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF THE MICROVOTE CONTRACT FOR THE ELECTION OFFICE**

Commissioner Kathy Dunn moved and Commissioner Kim Bradford seconded the motion for approval of the Microvote contract for the Election Office.

(SEE ATTACHED)



## AGREEMENT BETWEEN PUTNAM COUNTY, TENNESSEE AND MICROVOTE GENERAL CORPORATION

**THIS EQUIPMENT SALES, TRAINING, SUPPORT SERVICES AND SPECIAL ELECTION DAY SERVICES AGREEMENT** (this "Agreement") is entered into this 19<sup>th</sup> day of September 2022, by and between Putnam County, Tennessee (the "County") and MICROVOTE GENERAL CORP. (the "Company"). As used herein, the "Parties" shall mean the County and the Company, collectively; and a "Party" shall mean either the County or the Company, individually. In consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

### **Sale of Equipment**

Company agrees to sell, and County agrees to purchase 95 Infinity Version 4.4 Rev. E Voting Panels with VVPAT printers and components as specified in Estimate # 556 dated 9/19/22 (the "Equipment"). Company shall prepare and furnish to the County, at no additional cost, manuals written to be understandable to a layman describing the design, operation and required maintenance of the Equipment. The number of manuals needed will be determined by the County but shall not exceed twice the number of Infinity Voting Panels sold to the County.

### **Services**

- (a) Software Installation. The Company will deliver and install the certified version of EMS Software Version and Infinity Firmware Version 4.4 as certified by the State of Tennessee Election Commission.
- (b) Training of County Personnel. The Company shall train those persons selected by the County in the following areas: instruction in operation of the Equipment, on-site training of County employees in election day operations, equipping County employees to train County precinct officials in the operation of the Equipment. Such training shall not include any legal or policy advice relating to the conduct of elections. The Company shall provide the training on-site in the County and/or, at the County's option, at a location designated by the Company.
- (c) Special Election Day Emergency Repair Services. For each election to be held during the warranty period (and during which the Equipment is to be utilized in the County), the Company will provide on Election Day, sufficient staff to perform necessary emergency repair services.
- (d) Election Day Support Services. The first 2 elections in 2024 (i.e., the March County Primary and the August State Primary and County General) the Company will provide at no additional cost Database, Election Day and Programming services. Beginning with the November 2024 Election, MicroVote normal service fees will be charged for services the County requests. Additional services can be provided at the County's request and for the

fees listed in

- (e) Maintenance Agreement. The County may enter into separate agreement(s) for maintenance of the Equipment and upgrades and enhancements to Software used in the Equipment as illustrated by . The Infinity Voting System Annual Maintenance Agreement will cover both Election Management Software (EMS) and Infinity® Firmware upgrades and enhancements during the period of the Maintenance Agreement.

#### SOFTWARE LICENSE

Upon payment in full for the Equipment the Company grants the County a limited, nontransferable, and nonexclusive license to:

- (a) Use, load, execute, store, or display the computer programs and/or software provided by the Company or installed on the Infinity Voting Panels and/or VVPAT Printers (hereinafter "Licensed Programs") and each copy, update, or modification of any or all Licensed Programs.
- (b) Use all "Support Documentation" designated as any diagrams, manuals, instructions, and other similar materials, and any copies of any of the foregoing, related to the Licensed Programs and delivered to the County in accordance with the provisions of this License.

The County's license shall be subject to the terms and conditions set forth below.

The County shall not copy, transfer, translate, update, or modify the Licensed Programs, or merge the Licensed Programs into other software, except as may be necessary to incorporate Updates delivered to the County by the Company, unless by written consent of the Company.

The County acknowledges that title to all-intellectual property rights, including patent, trademark, copyright and trade secret rights, and title to all ownership rights in all copies of the Licensed Programs and any media bearing the Licensed Programs and Support Documentation, shall be retained by the Company.

Subject to conditions within its reasonable control, the Company shall install in the Equipment or deliver one (1) copy of the Licensed Programs in machine-readable object code and provide related Support Documentation to the County within thirty (30) days after execution by the Company and the County of this Agreement. The Company shall bear the cost of such delivery.

The Company will relieve the County of responsibility for all risk of loss or damage to the Licensed Programs and Support Documentation occurring during initial shipment to the County. If the Licensed Programs or Support Documentation are lost or damaged after initial delivery to the County, the Company will replace the Licensed Programs or Support Documentation at the Company's then applicable charges for such replacement.

- (a) The Company shall install or assist the County in installing the Licensed Programs on designated machines and shall train the County's employees in the use of the Licensed Programs during the warranty period.

- (b) The County shall prepare the sites the County designates for installation and training in such a manner as to permit proper installation of the Licensed Programs, particularly with respect to providing electric power and adequate light, air conditioning, heat, ventilation and moisture and dust control and other conditions conducive to training and proper installation and maintenance of the Equipment.

- (a) In the event the Company makes any updates to the Licensed Programs during the warranty period, the Company agrees to offer such updates to the County, along with related Support Documentation, provided the Annual Software Maintenance Agreement has been signed and paid in full as described in
- (b) In the event the Company makes any enhancements to the Licensed Programs during the warranty period, the Company agrees to offer such enhancements for sale to the County if such offer would not violate any agreement with any other customers of the Company. Additional license fees for each such enhancement will be negotiated with the County at the time the enhancement is offered.
- (c) The County agrees to use any updated Licensed Programs delivered to the County by the Company. If new copies of the Licensed Programs with updates or enhancements are delivered to the County by the Company, the County shall return all old copies of the Licensed Programs to the Company within ten (10) days of such delivery.

- (a) The County acknowledges that the Licensed Programs and Support Documentation are confidential information owned by the Company. The County agrees to take all reasonable steps to maintain the confidentiality of the Licensed Programs and Support Documentation subject to applicable Federal, State, and Local laws, including through requiring its employees, consultants, and agents to be bound by written agreements to protect the confidentiality of the Licensed Programs and Support Documentation.
- (b) The County shall not, without the Company's prior written permissions, disclose, provide, or make available any of the Licensed Programs or Support Documentation, in any form to any person, except to employees, consultants or agents of the County whose access is necessary to enable the County to exercise its rights under this Agreement and who have agreed in writing to protect the confidentiality of the Licensed Programs and Support Documentation.
- (c) The County agrees that the Licensed Programs and Support Documentation are trade secrets, that the Company would be irreparably harmed by the disclosure of the Licensed Programs or Support Documentation to any competitor or member of the public and that monetary damages would be an inadequate remedy for the actual or threatened disclosure of the Licensed Programs or Support Documentation.

These Restrictions on Dissemination and the terms related to Copyright and Copying below shall survive the termination or expiration of this Agreement.

- (a) Except as authorized in writing by the Company, the County shall not copy all or any part of the Licensed Programs and Support Documentation. The County agrees that the Restrictions on Dissemination set forth above shall apply fully to any copy.

- (b) The County shall not permit any other person or organization to copy any of the Licensed Programs or Support Documentation.
- (c) The County shall advise all employees, consultants, or agents with access to the Licensed Programs or Support Documentation that the following description applies to the Licensed Programs and Support Documentation:

Copyright by MicroVote General Corp. as an unpublished work created in 1999 and first licensed in 1999. THIS COMPUTER PROGRAM AND/OR DOCUMENTATION IS CONFIDENTIAL, PROPRIETARY INFORMATION AND A TRADE SECRET WHICH IS THE PROPERTY OF MICROVOTE GENERAL CORP. ALL USE, DISCLOSURE AND/OR REPRODUCTION NOT EXPRESSLY AUTHORIZED BY MICROVOTE GENERAL CORP. IS PROHIBITED. THIS COMPUTER PROGRAM AND/OR DOCUMENTATION MAY ALSO BE PROTECTED UNDER THE COPYRIGHT AND TRADE SECRET LAWS OF THE U.S., ITS STATES AND/OR OTHER COUNTRIES. ALL RIGHTS RESERVED.

- (d) The County shall not remove this legend from any Licensed Programs or Support Documentation; however, the County understands that the Company's copyright and trademark in the Licensed Programs or Support Documentation regardless of whether they bear the foregoing legend or something similar.
- (e) Any Authorized Copies of the Licensed Programs or Support Documentation made by the County must bear the foregoing legend.
- (f) The County shall maintain a log of the number and location of all originals and copies of the Licensed Programs and Support Documentation. The Licensed Programs and Support Documentation shall be kept only at a specified site designated by the County and communicated in writing to the Company, unless the Company provides written approval, at the Company's sole discretion, to the County to maintain copies at a location other than the designated site.

#### **PAYMENTS BY THE COUNTY**

- (a) Within thirty days of the delivery of the equipment the County shall pay the Company \$426,325.00 for the Equipment.
- (b) The County shall pay the Company the annual maintenance fees set forth in Addendum B (e.g., \$12,000 during each of the first 4-years of the Maintenance Agreement).
- (c) Within thirty days of requesting the additional ala carte services set forth in Addendum C (or that may later be offered by the Company) the County shall pay the Company the amounts agreed to with the Company for the services.

#### **RESPONSIBILITIES OF COUNTY**

- (a) The County shall promptly make the payments specified above.
- (b) The County shall provide the Company full access during reasonable business hours to the Equipment to perform any maintenance services or software installation required by the Company.
- (c) If maintenance is performed at the County's facilities, the County shall provide the Company with adequate working space including, but not limited to, heat, light, ventilation, electric current and outlets, and adequate storage space, if required by the Company, for spare parts for equipment and products. Such working space and storage space shall be within a reasonable distance from the equipment and products and shall

- be provided to the Company by the County at no charge.
- (d) If the Company so requests, the County shall record, in reasonable detail, operating information for equipment and products. Such records shall adequately show the operating history of equipment and products, including any history of malfunctions.

#### TERM

The term of this Agreement shall be until December 31, 2025, and shall be automatically extended for successive one-year terms in the event the Maintenance Agreement set forth in Addendum B is extended.

#### FORCE MAJEURE

The Company and/or the County shall be excused from performance hereunder for any period the Company or the County is delayed or prevented from performing their respective obligations hereunder by circumstances beyond its reasonable control, including without limitation, fire, flood, other natural disasters, war, embargo, strike, riot, martial law, unforeseen travel restrictions (whether imposed by airlines, other transportation authorities, government or otherwise), disease, pandemic, public health emergency or the intervention of any governmental authority (each, a "Force Majeure Event"). In such event, however, the delayed or prevented Party shall promptly provide the other Party with written notice of the Force Majeure Event. In addition, such nonperformance shall not be a ground for termination or default.

#### WAIVER

Any waiver by either part of any provision of this Agreement must be in writing, and shall not imply subsequent waiver of that or any other provision.

#### NOTICES

All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered (a) on the day of delivery, if delivered personally, (b) on the fifth (5th) day after the date sent, when sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such address designated in writing by one Party to the other) or (c) on the date sent when sent by confirmed fax or electronic mail at the number or email address indicated below:

County: Putnam County AOE  
Putnam County Election Commission  
705 County Services Drive  
Cookeville, TN 38501

Email: MICHELE.HONEYCUTT@PUTNAMCOUNTYTN.GOV

Company: MicroVote General Corporation  
6366 Guilford Avenue  
Indianapolis, IN 46220

Email: mmiller@microvote.com

or to such other address as either party may hereinafter substitute by written notice given in the manner prescribed in this paragraph.

#### **ASSIGNMENT**

This Agreement and all terms and provisions hereof will be binding upon, enforceable against, and inure to the benefit of, the Parties hereto and their respective successors and assigns. Neither Party shall assign this Agreement without the written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement without consent upon the merger or sale of all or substantially all the assets or equity of such Party.

#### **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee, exclusive of its choice or conflict of law rules. Any action filed pursuant to the foregoing agreement shall be filled in Putnam County, Tennessee and shall be tried without a jury.

#### **NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement is intended to create any rights of any kind in any third party and no person other than the Parties hereto shall have any right, benefit, or obligation under this Agreement as a third-party beneficiary or otherwise.

#### **COMPLETE AGREEMENT**

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subjects addressed in this Agreement and supersedes all prior negotiations, understandings, or agreements in regard thereto, whether oral or in writing, including any prior agreements which shall be considered null and void. This Agreement may be amended only by written instrument signed by both Parties here to specifically referring to this Agreement.

DATED: 12/3/22

Mandy Miller  
Mandy Miller, C.E.O.

DATED: \_\_\_\_\_

\_\_\_\_\_  
COUNTY OFFICIAL

\_\_\_\_\_  
COUNTY OFFICIAL

\_\_\_\_\_  
COUNTY OFFICIAL

## **LIMITED WARRANTY**

Company warrants to County that the Infinity Rev. E voting panels ("Voting Panels") shall be free from defects in material and workmanship for four (4) years from the date of delivery and the Voter Verifiable Printer Audit Trail ("VVPAT") printers shall be free from defects in material and workmanship for eighteen (18) months from the date of delivery.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES UNLESS EXPRESSLY AGREED TO IN WRITING.

If a Voting Panel or VVPAT shall fail to perform under normal operation by properly trained County personnel, Company shall repair or replace all of the defective parts returned to Company, freight prepaid; PROVIDED, HOWEVER, THAT COMPANY'S LIABILITY FOR DEFECTIVE PARTS SHALL BE LIMITED SOLELY TO REPAIR OR REPLACEMENT OF SUCH PARTS.

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY TYPE OR NATURE EVEN IF COMPANY HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. County shall be responsible for paying all costs of returning defective parts to Company for repair or replacement.

**MICROVOTE GENERAL CORPORATION**

**INFINITY VOTING SYSTEM ANNUAL MAINTENANCE AGREEMENT**

THIS INFINITY VOTING SYSTEM ANNUAL MAINTENANCE AGREEMENT (the "Maintenance Agreement") made and entered into this 19th day of September, 2022, by and between the County of Putnam, Tennessee, acting by and through its Board of County Council, hereinafter referred to as the "County," and MicroVote General Corp., an Indiana corporation, hereinafter referred to as "MicroVote" (collectively referred to as the "Parties").

WHEREAS, the County desires to contract for annual maintenance for its' MicroVote Election Management System, and

WHEREAS, MicroVote is willing to provide maintenance services to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties mutually covenant and agree as follows:

A. **Software Upgrades:** The County will receive any software upgrades issued by MicroVote during the term of Maintenance Agreement. Updates to software and firmware do not include the labor and parts that may be necessary to comply with the Election Assistance Commission (EAC) 2005 voluntary voting standards, which are the responsibility of the County.

B. **Technical Support:** 24-hour technical support will be available for "help desk" inquiries. Help desk support responds to the County's questions related to the software functions. It *does not* include ballot development or re-working databases created by the County.

C. **Version Control:** MicroVote will control all firmware and software versions and require County to install the most recent upgrade. This is to ensure version control throughout the United States.

County shall pay MicroVote \$12,000 per year within sixty (60) days of the date of MicroVote's invoice which shall be issued in January of each year. The initial term of this Maintenance Agreement shall be for a period of four (4) years effective as of the 1st day of January 2022 through December 31, 2025. Thereafter, if not terminated by either Party before December 1, 2025, or by the first day of December of each subsequent year, the Maintenance Agreement shall automatically renew for a successive one-year period. By November 1, 2025, and by the first day of November in each subsequent year MicroVote shall advise County in writing of the cost of the Maintenance Agreement for the coming calendar year.

The County and MicroVote bind their successors and assign with respect to all covenants of this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement.



On-going service fees for Tennessee

<b>2023 and beyond</b>		<b>Per Election</b>
<b>Annual Software Maintenance</b>	<b>\$12,000 annual</b>	
<b>Database</b>		<b>\$2300</b>
<b>Machine Programming</b>		<b>\$60 per machine</b>
<b>Election Day Support</b>		<b>\$2400 per day</b>
<b>Poll Worker Training</b>	<b>Most counties do their own; but we can provide service</b>	<b>\$1200 per day</b>

**\*Pricing is subject to change; last updated 1/1/2022**

**\*Additional Optional services: VVPAT Preparation - \$30 per printer**



Microvote General Corporation  
6366 Guilford Avenue  
Indianapolis, IN 46220  
317-257-4900

## Estimate

DATE	ESTIMATE #
9/19/2022	556

### BILL TO

Putnam Co Director of Elections  
705 County Services Dr  
Cookeville, TN 38501

Item	Description	Qty	Rate	Amt
100008-IV	Infinity Rev. E, VVPAT and All-In-One voting booth	95	\$4,350.00	\$413,250.00
120020-IV	spare VVPAT Full Assembly	5	\$1,950.00	\$9,750.00
Delivery	Transportation and Delivery Charge	95	\$35.00	\$3,325.00
			TOTAL	\$426,325.00

\*all pricing is good for 90 days and subject to change.

Quality Policy: MicroVote insists on 100% customer satisfaction

The Chairman asked for discussion on the motion. There was discussion.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A.D. Williams  
Fred Vondra  
Sam Sandlin  
Ron Chaffin  
David Gentry  
Chevin Eldridge  
Theresa Tayes  
Ken Hall  
Vinnie Faccinto  
Junior Phipps  
Chris Cassetty  
Adam Johnson

A J Donadio  
Danny Holmes  
Ben Rodgers  
Dale Moss  
Kim Bradford  
Terry Randolph  
Kathy Dunn  
Darren Wilson  
Cathy Reel  
David Andrews

ABSENT:

Grover N. Bennett Jr.

VACANCY:

9<sup>TH</sup> District Commissioner

The Clerk announced that twenty-two (22) voted for, zero (0) voted against, one (1) absent and one (1) vacancy. Therefore, the Clerk declared the same to have passed.

**NOMINATING COMMITTEE**

**REPORT OF SPECIAL COMMITTEES**

**RESOLUTIONS**

**ELECTION OF NOTARIES**

**MOTION RE: APPROVE THE ELECTION OF NOTARIES**

Commissioner Kim Bradford moved and Commissioner Cathy Reel seconded the motion to approve the Election of Notaries.

(SEE ATTACHED)

PUTNAM COUNTY CLERK  
WAYNE NABORS COUNTY CLERK  
P.O. BOX 220  
COOKEVILLE TN 38503  
Telephone 931-526-7106  
Fax 931-372-8201

Notaries to be elected October 17,2022

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REBECCA L ANDERSON  
SUSAN BELL  
JERRY W CARMACK  
MELISSA DEMPSAY  
JENNIFER L DUNN  
MARCIE R GROVES  
HANNAH HAGAN  
NICHOLAS A HAMBY  
KADENCE HENRY  
MORGAN JOHNSON  
BRENDAN JOHNSON  
TANESSA JONES  
LENA R KOGER  
CAROL LAMBERT

JENNIFER LEFEVRE  
JOSE R MARTINEZ  
PAIGE B MAYERCIK  
MICHELLE MAYNARD  
RICHARD LANE MOORE  
LORETTA QUALLS  
JENNIFER R QUEEN  
LOURDES SEPULVEDA  
RENITA SOMMERS  
ERICA STAFFORD  
MELANIE STEWART  
DARLENE NORA UTHUS  
WILLIAM NL WHEELER  
TAMMY J WIGGINS

The Chairman asked for discussion on the motion. There was none.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A.D. Williams  
Fred Vondra  
Sam Sandlin  
Ron Chaffin  
David Gentry  
Chevin Eldridge  
Theresa Tayes  
Ken Hall  
Vinnie Faccinto  
Junior Phipps  
Chris Cassetty  
Adam Johnson

A J Donadio  
Danny Holmes  
Ben Rodgers  
Dale Moss  
Kim Bradford  
Terry Randolph  
Kathy Dunn  
Darren Wilson  
Cathy Reel  
David Andrews

ABSENT:

Grover N. Bennett Jr.

VACANCY:

9<sup>TH</sup> District Commissioner

The Clerk announced that twenty-two (22) voted for, zero (0) voted against, one (1) absent and one (1) vacancy. Therefore, the Clerk declared the same to have passed.

**OTHER NEW BUSINESS**

**RECOGNIZE THE RE-APPOINTMENT OF JAMES A. DANIEL TO THE OLD  
GAINESBORO ROAD UTILITY DISTRICT BOARD TERM TO EXPIRE  
OCTOBER 3, 2026**

No action required for minutes only.

(SEE ATTACHED)

**BEFORE THE COUNTY MAYOR OF PUTNAM COUNTY, TENNESSEE**

**In Re:** )  
)  
**THE OLD GAINESBORO ROAD UTILITY** )  
**DISTRICT OF PUTNAM AND JACKSON** )  
**COUNTIES, TENNESSEE** )

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**ORDER APPOINTING COMMISSIONER**

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Upon notification by the Board of Commissioners of The Old Gainesboro Road Utility District of Putnam and Jackson Counties, Tennessee, of a vacancy on said Board of Commissioners, due to the expiration of the term of James A. Daniel, and certification of a list of three names in order of preference for appointment to fill such vacancy in accordance with Tennessee Code Annotated § 7-82-307(a);

It Is Therefore Ordered, Adjudged, and Decreed that the nominee James A. Daniel is hereby re-appointed to the Board of Commissioners of The Old Gainesboro Road Utility District of Putnam and Jackson Counties, Tennessee, to serve a four-year term from October 4, 2022, to October 3, 2026.

Entered this 4 day of October, 2022.

  
\_\_\_\_\_  
RANDY PORTER, COUNTY MAYOR  
PUTNAM COUNTY, TENNESSEE



## **ANNOUNCEMENTS AND STATEMENTS**

### **MOTION RE: ADJOURN**

The Chairman adjourned the meeting at 6:35 p.m.